

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515202

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900481244		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMI Finance & Investment Company LLC		10/02/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	AFM MATTRESS COMPANY LLC		
Street Address:	1301 Schiferl Road		
City:	Bartlett		
State/Country:	ILLINOIS		
Postal Code:	60103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76595722	AMERICAN MATTRESS	
Serial Number:	76595721	AMERICAN MATTRESS	
Serial Number:	76266854	AMERICAN MATTRESS	
CORRESPONDENCE DATA			
Fax Number:	3126508651		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3126508660		
Email:	owens@htl-law.com		
Correspondent Name:	Marcia Owens		
Address Line 1:	200 South Wacker Drive		
Address Line 2:	Suite 3800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Marcia Owens		
SIGNATURE:	/Marcia Owens/		
DATE SIGNED:	03/20/2019		
Total Attachments: 4			
source=AMERICAN MATTRESS. Bill of Sale AFM Mattress Company LLC (00190606-3xABD76)#page1.tif			

source=AMERICAN MATTRESS. Bill of Sale AFM Mattress Company LLC (00190606-3xABD76)#page2.tif
source=AMERICAN MATTRESS. Bill of Sale AFM Mattress Company LLC (00190606-3xABD76)#page3.tif
source=AMERICAN MATTRESS. Bill of Sale AFM Mattress Company LLC (00190606-3xABD76)#page4.tif

SECURED PARTY BILL OF SALE AND ASSIGNMENT

DATE: October 2, 2018

SECURED PARTY: AMI Finance & Investment Company LLC
1301 Schiferl Road
Bartlett, Illinois 60103

DEBTORS: See List of Debtors set forth on Exhibit A attached hereto

TRANSFeree: AFM Mattress Company LLC
1301 Schiferl Road
Bartlett, Illinois 60103

COLLATERAL: As described and listed on Exhibit B attached hereto

1. Pursuant to certain notes, commercial security agreements, guaranties and other agreements and documents (collectively and as the same may have been amended and/or assigned, the "Loan Documents"), AMI Finance & Investment Company LLC, an Illinois limited liability company (the "AMI Secured Party"), and GSI Finance Company LLC, an Illinois limited liability company and an affiliate of the AMI Secured Party (the "GSI Secured Party" and together with the AMI Secured Party, collectively referred to as the "Secured Party") and made certain loans (collectively, the "Loans") to American Mattress of Indiana, Inc., an Illinois corporation ("AM Indiana"), American Mattress, Inc., an Illinois corporation ("AM Illinois"), and American Mattress of Fort Wayne, LLC, an Illinois limited liability company ("AM Fort Wayne" and together with AM Illinois and AM Indiana, collectively the "Debtors" and singularly a "Debtor"), and Debtors agreed to pay certain indebtedness to the Secured Party and assumed other obligations to the Secured Party.

2. Debtors pledged the subject Collateral as security for the indebtedness and other obligations under the Loans.

3. Debtors defaulted on the Loans and were provided with notice of the default and notice of the Secured Party's intent to dispose of the Collateral at public sale.

4. Secured Party has exercised certain of its post-default remedies with respect to the Collateral, including without limitation its right to convey and sell at public sale the Collateral under the Illinois Uniform Commercial Code, and, by reason of that exercise, Secured Party (the successful bidder at the public sale of the Collateral) has acquired the Collateral.

5. Secured Party and Transferee entered into that certain Agreement for the Purchase and Sale of Assets dated as of October 2, 2018 (the "PSA") for the purchase and sale of the Collateral.

6. For value received and in consideration of the mutual agreements set forth in the PSA, Secured Party hereby irrevocably sells, assigns, grants, conveys and transfers to Transferee, its successors and permitted assigns, to have and to hold for their own use forever, all of Secured

Party's rights, title and interest in and to the Collateral, wherever located, free and clear of all liens and security interests of Secured Party, any other subordinate liens, security interests and other interests, if any, in the Collateral, and any other liens, claims or security interest as provided in Article 9 of the Uniform Commercial Code of the State of Illinois, but otherwise "AS-IS, WHERE-IS" WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO THOSE EXPRESS, IMPLIED OR STATUTORY AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Furthermore, Secured Party hereby assigns to Transferee any and all goodwill of the business Secured Party may have accrued through any use it may have made of the patents, trademarks and tradenames which are part of the Collateral through the Effective Date, and agrees to and does hereby assign to Transferee any and all goodwill Secured Party may accrue through any use they may make or have made of the Collateral after the Effective Date.

AMI Finance & Investment Company LLC

By: 

Eduardo Greco, Manager

GSI Finance Company LLC

By: 

Eduardo Greco, Manager

Dated this 2nd day of October, 2018.

EXHIBIT A. (LIST OF DEBTORS)

American Mattress of Indiana, Inc., an Illinois corporation.

American Mattress, Inc., an Illinois corporation.

American Mattress of Fort Wayne, LLC, an Illinois limited liability company.

EXHIBIT B. (SUBJECT COLLATERAL)

Collateral shall include all personal property of the Debtors, including the following, all whether now owned or hereafter acquired or arising and wherever located: All assets, furniture, fixtures, inventory, equipment, personal property, accounts including but not limited to all insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles, patents, trademarks and tradenames); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to any of the document entered into in connection with the Loans or attachment thereof or any UCC-1 filed in connection therewith.